

## CITY OF HOUSTON

#### Strategic Purchasing Division Administration & Regulatory Affairs Department

**Bill White** 

Mayor

Calvin D. Wells City Purchasing Agent P.O. Box 1562 Houston, Texas 77251-1562

https://purchasing.houstontx.gov

July 17, 2008

SUBJECT: Letter of Clarification No.2, Patrol Vehicles for Houston Police

Department

REFERENCE: Bid Invitation No. S38-N22954

TO: All Prospective Bidders:

#### This Letter of Clarification is issued for the following reasons:

- 1. Extend the bid due date from July 24, 2008 at 10:30 a.m. to <u>July 31, 2008</u> at 10:30 a.m.
- 2. The on-line e-bidding official bid form has been revised.
- 3. Page 3 of 27, paragraph 4: Change twelve month period to read twenty-four month period.
- 4. Page 5 of 27, Specification 1.6: Change twelve month period to read twenty-four month period.
- 5. Page 12 of 27, Specification 1.3: Changed from Finance & Administration Department to read Administration and Regulatory Affairs Department.
- 6. Page 13 of 27, Specification 2.1.13: Add Specification 2.1.13.5, Power adjustable pedals (brake and accelerator).
- 7. Page 14 of 27, Specification 2.1.18.2: Change Ford Option 61H to read Ford Option 61K.
- 8. Page 16 of 27, Specification 2.3.14: Change Whelen Headlight Flasher Model UHF2150A to read SSFPOSC6.
- 9. Page 16 of 27, Specification 2.3.14.1: Change Whelen 660 Kit to read Whelen S660CC.
- Page 16 of 27, Specification 2.3.15: Change to read Sound Off Model ETFNSS-P or Whelen SSF5150D shall be installed.
- 11. Page 16 of 27, Specification 2.3.16.1: Change Patriot Model No. PBCV-V2-03 to read Patriot Model No. VP170-FHPD (no substitutes).
- 12. Page 16 of 27, Specification 2.3.16.3: Change Full width lower kick plate installed Patriot Model No. HSEP to read Extension Panel, Patriot Model No. HSEP-CV-P (no substitutes).
- 13. Page 16 of 27, Specification 2.3.16.4: Change Patriot Model No. 3VP-101-HSEP-S to read Patriot Model Nos. 3VP-101D and 3VP-101P (No substitutes).

## Letter of Clarification No.2, Patrol Vehicles for Houston Police Department (Continued):

- 14. Page 16 of 27, Specification 2.3.16.7: Change Patriot Model No.3VPTK-HIR to read Patriot Model No. 3VPTK-101-HPD (no substitutes).
- 15. Page 16 of 27, Specification 2.3.17.1: Change Patriot Model No. WACV1-SH to read Patriot Model No. WACV1S-H (no substitutes).
- 16. Page 16 of 27, Specification 2.3.17.2: Change Patriot Model No. DP1-P71 to read Patriot Model No. DP1-P71-HPD (no substitutes).
- 17. Page 16 of 27, Specification 2.3.19.1: Change Patriot Model No: PBCV-V2-03 to Patriot Model No. PBCV-V2-03, CVPI (no substitutes).
- 18. Page 23 of 27, Specification 13.0, **MINORITY AND WOMEN BUSINESS ENTERPRISES:** This requirement does not apply to this bid invitation. Please disregard.
- 19. Page 25 of 27, Specification 22.3.1: Change order amounts from \$25,000 to \$50,000.

This clarification is hereby incorporated in this bid document and all bidders are directed to bid accordingly.

When issued, Letter(s) of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the bidders to ensure that they have obtained any such previous Letter(s) associated with this solicitation. By submitting a bid on this project, bidders shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this Bid.

If you should have any questions or if further clarification is needed regarding this Invitation to Bid, please contact me at <a href="mailto:lena.fayris2@cityofhouston.net">lena.fayris2@cityofhouston.net</a>, or 832-393-8729.

Sincer*e*lly

Lena Farris

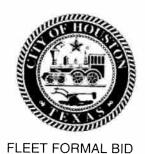
Procurement Specialist

Attachment: Bid Document Specifications and Terms & Conditions, Page 3 of 27, Page 5 of 27, Pages 12-14 of 27, Page 16 of 27, Page 23 of 27, and Page 25 of 27, marked Revised July 17, 2008

LF:If

cc: Solicitation File S38-N22954

#### **SECTION A**



PATROL VEHICLES
FOR
HOUSTON POLICE DEPARTMENT
BID INVITATION NO. S38-N22954

NIGP: 070-06-30

To the Honorable Mayor and City Council Members of the City of Houston, Texas (the "City")

The undersigned hereby offers to furnish and deliver prepaid F.O.B. destination point Houston, Texas, the item(s) listed on the **electronic bid form** and on individual Purchase Orders, in accordance with the price(s) bid and other conditions shown herein, and in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of each bidder to ensure it has obtained all such Letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City reserves the option, after bids are opened, to adjust the quantities listed on the following page(s) upward or downward, subject to the availability of funds, and/or make award(s) on a line item basis.

The City reserves the right to INCREASE quantities during the twenty-four month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.

#### **SECTION B**

#### **SPECIFICATIONS**

#### PART I GENERAL SPECIFICATIONS

#### 1.0 Bidding:

- 1.1 Pricing for Specified Item(s):
  - 1.1.1 Bidders may bid on one or more of the specified items listed.
  - 1.1.2 Bids submitted must contain a unit price for the specified item(s). For any bid solicitation that contains a request for separate pricing of options for the specified item(s), pricing must be provided for both the specified item(s) and option(s) listed. If pricing is provided for only the listed option(s), the bid for that specified item will be deemed as non-responsive and will be rejected.
  - 1.1.3 The unit price for any specified item shall be defined as the price for the manufacturer's standard model, furnished complete with all standard equipment and factory installed accessories listed in the manufacturer's printed literature for the respective unit, and any additional equipment defined herein by the City of Houston that is to be included.
- 1.2 Pricing for Listed Option(s): (If Applicable)
  - 1.2.1 A unit price is required on every listed option for the specified item(s).
  - 1.2.2 If a bidder "no bids" any listed option for which bids are requested for a specified item and the option is available for the specified item(s), the bid for that specified item will be deemed as non-responsive and will be rejected.
- 1.3 The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of bid to the Prime Contractor/Supplier at any time on or before the 120th day following the day the Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.
- 1.4 Prices quoted shall remain firm through delivery and shall not be subject to increases (or supplemented on Prime Contractor/Supplier's invoice(s) for payment).
- The City reserves the option, after bids are opened, to adjust the quantities listed on the City's Official Bid Form upward or downward, subject to the availability of funds, and/or make award by line item. Therefore, the City shall not be liable for any contractual agreements/obligations the Prime Contractor/Supplier enters into based on the City purchasing all the quantities specified herein.
- 1.6 The City reserves the right to INCREASE quantities during the twenty-four month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.

#### 2.0 Award:

Award will be made on the basis of the low total bid price for the specified item(s) meeting all specifications referenced herein plus listed options, if any.

#### 3.0 Applicable Specifications:

The applicable specifications are comprised of the "Instructions for Bidding and Terms & Conditions", "Official Bid Forms", the "General Specifications", the "Technical Equipment Specifications", the "General Terms and Conditions" and other specifications that may be included herewith and the purchase orders which refer to these specifications.

#### **SECTION B**

#### **SPECIFICATIONS**

# PART II TECHNICAL SPECIFICATIONS

ITEM NO. 1: REAR WHEEL DRIVE, BODY ON A FRAME, 4-DOOR, FULL SIZE SEDAN PATROL VEHICLE WITH SPECIAL INSTALLATION OF CITY-PROVIDED EQUIPMENT FOR POLICE DEPARTMENT

Referenced Manufacturer/Model: Ford Crown Victoria Police Interceptor P71

#### 1.0 GENERAL:

- 1.1 It is the intent of these specifications to describe a 4-door, rear-wheel drive sedan, patrol vehicle for the Houston Police Department. All units shall be new and the latest year, make and model available and shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for the models specified herein. Additionally, this vehicle will include the provision and installation of the aftermarket equipment as specified and the installation of City-provided aftermarket equipment as listed in the bid specifications.
- 1.2 All equipment shall be factory-installed by the vehicle manufacturer when available
- 1.3 Specifications shall not be altered without the written approval of the Houston Police Department, Fleet Management Division and the City of Houston Administration and Regulatory Affairs Department.
- 1.4 Color shall be manufacturer's standard solid white including front and rear bumpers
- 1.5 Vehicles offered must have successfully completed all of the most current year Michigan State Police tests
- 1.6 Vehicles must be "Police Service Package" by the manufacturer, no "Special Service" or "Severe Service" package, etc. will be accepted
- 1.7 The successful bidder must provide **one pilot vehicle after award date** with all equipment installed for inspection by Police Fleet Management personnel. No other vehicles will be accepted until this task is completed and approved

#### 2.0 VEHICLE SPECIFICATIONS:

The following items are the minimum requirements for the model specified herein and shall be provided whether shown as optional or standard equipment by the manufacturer. When a specified component or accessory is requested and is shown in the Manufacturer's literature as STANDARD or Original Equipment Manufacturer (OEM) for the vehicle, it shall be provided as such and not priced separately

#### 2.1 VEHICLE INTERIOR:

- 2.1.1 Front Impact Air Bags: Driver and passenger
- 2.1.2 Side Impact Air Bags: Driver and passenger
- 2.1.3 Radio: AM/FM Stereo, factory installed
- 2.1.4 Bonding Strap Package: Hood and rear deck lid shall have radio interference bonding straps to body
- 2.1.5 Auxiliary Power Outlet: 12-volt, 30-ampres
- 2.1.6 Luggage Compartment Floor shall be covered with a vinyl, rubber or fiber type mat
- 2.1.7 Floor Covering shall be heavy-duty rubber, front and rear

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### SECTION B TECHNICAL SPECIFICATIONS: (CONTINUED)

## ITEM NO. 1: REAR WHEEL DRIVE, 4-DOOR, FULL SIZE SEDAN PATROL VEHICLE (Continued):

## 2.1 **VEHICLE INTERIOR: (Continued):**

2.1.8	Air Conditioning and Heating System: 2.1.8.1 Factory installed, manually operated, and capable of maintaining an adequate comfort level throughout the vehicle					
	2.1.8.2	Front Heater and Rear Window Defroster				
2.1.9	Interior/Ex 2.1.9.1	kterior Lighting: Auxiliary dual beam, map/dome light, located approximately 6" rear of fron windshield				
	2.1.9.2	Trunk and hood lights				
	2.1.9.3	Door switches for interior lights inoperative				
2.1.10	Dual Horn	Dual Horns				
2.1.11	Gauges, mounted in dash instrument cluster (shall include but not be limited to): 2.1.11.1 Voltmeter					
	2.1.11.2	Oil pressure				
	2.1.11.3	Fuel level				
	2.1.11.4	Water temperature				
	2.1.11.5	Hour Meter – Factory Standard				
	2.1.11.6	Hour Meter – Full Time. Hobbs Model 98000 Series LCD Non-Resettable (No Mechanical Type Accepted) shall be provided and installed.				
2.1.12	Speedometer: Certified calibration in 2 MPH increments, 0-140 MPH					
2.1.13	Seats & In 2.1.13.1	terior Trim: Front bucket, cloth with 8" minimum between seats				
	2.1.13.2	Power Driver's Seat				
	2.1.13.3	Manufacturer's standard rear seat.				
	2.1.13.4	Upholstery and trim shall be in black or darkest color available				
	2.1.13.5	Power Adjustable pedals (brake and accelerator)				
2.1.14	Windshield 2.1.14.1	Wipers: Dual heavy-duty electric 2-speed with intermittent features and windshield washers				
2.1.15	Power Win 2.1.15.1	dows: Driver side to have control for all windows				
	2.1.15.2	Front seat passenger door window to have its own control				
	2.1.15.3	Rear door switches to be deactivated and operable from driver and front passenger door only				
2.1.16	Power Doo 2.1.16.1	r Locks: Equipped with the rear door switches deactivated				

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Rear door locks to be operable from the driver and front passenger door only

2.1.16.2

## SECTION B TECHNICAL SPECIFICATIONS: (CONTINUED)

## ITEM NO. 1: REAR WHEEL DRIVE, 4-DOOR, FULL SIZE SEDAN PATROL VEHICLE (Continued):

2.0	VEHICLE SPECIFICATIONS: (Continued):

		2.1.16.3	Rear door lock linkages deactivated, packaged and shipped in trunk			
	2.1.17	Trunk Release: Driver side mounting, electric-powered				
	2.1.18	Rearview Mirrors: 2.1.18.1 Interior rearview mirror shall be adjustable for day/night driving				
		2.1.18.2	Exterior rearview left and right heated mirrors, electric-powered – Ford Option 61K			
	2.1.19	Fuse Pane	t Center Console. Bison ProFab Equipment Console No. VCG-HPD08 (include el and Timer) shall be provided and installed. Contact Steve Denoms @ Bison 800.825.5805, or 281.356.0028. Email address is sdenoms@smc-corp.com.			
	2.1.20	Ballistic Do	oor Panel, Driver Front Door Only, Ford Option No. 90L.			
2.2	<u>SPECIAI</u> 2.2.1	L WIRING AND EQUIPMENT: Auxiliary fuse panel located under instrument panel with six circuits				
	2.2.2	Each fuse holder 20-amp maximum				
	2.2.3	One 10-gauge wire direct battery feed to three (3) fuse holders				
	2.2.4	One 10-gauge wire ignition controlled to three (3) fuse holders				
	2.2.5	Front wiring 2.2.5.1	g package for grill light, speakers and headlights:  Five (5) circuit harness to provide one (1) circuit to alternate flasher with two (2) feeds for flashing lights			
		2.2.5.2	Additional four (4) circuits to be used by the Department			
		2.2.5.3	Harness to have 36" coiled under the dash			
		2.2.5.4	Aftermarket wiring installed by dealers must be uniform and consistent			
	2.2.6	Two (2) 30	amp positive bus bars must be installed in trunk			
2.3	VEHICLE EXTERIOR AND PERFORMANCE FEATURES:					
		Engine: 2.3.1.1	Minimum 4.6 Liter LEV, Flex Fuel (E85) V-8, 250 HP, with external mounted oil cooler			
		2.3.1.2	Shall have manufacturer's largest capacity/heavy-duty cooling system available with coolant recovery system			
		Electrical System: 2.3.2.1 Alternator: 12-volt, 200-amperes minimum with transistorized voltage regulator				
		2.3.2.2	Heavy-Duty Battery: 12-volt, maintenance-free, 750-cca, 78 amp/hour.			
	2.3.3	Transmission 2.3.3.1	on: Automatic 4-speed, heavy-duty type with overdrive low gear lockout or downshifting to low prevented electronically			
		2.3.3.2	Shall include factory-installed auxiliary transmission oil cooler, externally mounted			

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## SECTION B TECHNICAL SPECIFICATIONS: (CONTINUED)

## ITEM NO. 1: REAR WHEEL DRIVE, 4-DOOR, FULL SIZE SEDAN PATROL VEHICLE (Continued):

## 2.0 <u>VEHICLE SPECIFICATIONS: (Continued):</u>

2.3

<u>VEHICL</u>	E EXTERIO	R AND PERFORMANCE FEATURES: (Continued)			
2.3.13	Emergency Lightbar: 2.3.13.1 Shall be Whelen <u>9M HOUST 2</u> only (No Substitutes)				
	2.3.13.2	Light bar shall be installed with roof wiring to the center console through roof hole that will be located on passenger side of car.			
2.3.14		g Headlights: Whelen Headlight Flasher Model SSFPOSC6, or Sound-off Solid State rn, Electronic Flasher, Q Switch Model ETQSSS or City-approved equal, shall be			
	2.3.14.1	Whelen S660CC Kit Front Strobe lights will be mounted inside the parking light indicator on each side of the front of the vehicle.			
2.3.15		Alternating Tail Lights/Back-Up Lights: Sound Off Model ETFBSS-P or Whelen SSF5150l shall be installed			
2.3.16	Prisoner S 2.3.16.1	creen Shall be Patriot Model No. VP170-FHPD (no substitutes)			
	2.3.16.2	Shall be installed by the successful bidder in accordance with manufacturer's specifications			
	2.3.16.3	Extension Panel installed: Patriot Model No. HSEP-CV-P. (no substitutes)			
	2.3.16.4	One piece eye-level wings to be Lexan. Patriot Model Nos. 3VP-101D and 3VP-101P (no substitutes).			
	2.3.16.5	Must prohibit prisoner from reaching over, under, or around to gain access to front seat area			
	2.3.16.6	Full travel of front seats must be possible			
	2.3.16.7	Cage installation must include padded brackets on both left and right side to protect the head of front seat occupants. Patriot Model No. 3VPTK-101-HPD (no substitutes).			
2.3.17	Rear Door 2.3.17.1	Panels and Window Guards: Window guards (left and right horizontal bars) shall be Patriot Model No. WACV1S-H (no substitutes).			
	2.3.17.2	Door panels shall be Patriot Model No. DP1-P71-HPD (no substitutes)			
	2.3.17.3	Shall be installed in accordance with manufacturer's specifications.			
2.3.18	Rear Seat: 2.3.18.1	Shall be Pro-Straint Brand Model PT-CS1141 with ADEC Extended Restraint System.			
	2.3.18.2	Shall be installed in accordance with manufacturer's specifications.			
2.3.19	Push Bumper: 2.3.19.1 Patriot Model No. PBCV-V2-03, CVPI (no substitutes).				
	2.3.19.2	Shall be installed in accordance with manufacturer's specifications.			

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### 12.0 DRUG DETECTION AND DETERRENCE PROCEDURE: (See Online Forms)

- 12.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Prime Contractor/Suppliers while on City premises is prohibited. By executing this Contract (Purchase Order), Prime Contractor/Supplier represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- 12.2 Prime Contractor/Supplier shall provide, prior to execution of this Contract (Purchase Order) by the City, 1) a copy of its drug-free workplace policy, 2) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A", 3) a written designation of all safety impact positions, or if applicable, Certification of No Safety Impact Positions substantially in the format set forth in Attachment "C", and 4) if a written designation of safety impact positions is filed, a declaration substantially in the format set forth in Attachment "B" shall be filed.
- 12.3 <u>SAFETY IMPACT POSITION</u> means a Prime Contractor/Supplier's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

#### 13.0 MINORITY AND WOMEN BUSINESS ENTERPRISES: (See Online Forms)

These provisions apply to goal oriented Contracts (Purchase Orders). A goal oriented Contract (Purchase Order) means any Contract (Purchase Order) awarded for the supply of goods or non-professional services of approximately \$100,000.00 for which competitive bids are required by law and which the City Purchasing Agent has determined to have City of Houston Certified MWBE subcontracting potential.

Prime Contractor/Supplier agrees to comply with the City's Minority and Women Business Enterprise programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract (Purchase Order). Prime Contractor/Supplier further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least <u>0%</u> of the value of this Contract (Purchase Order) to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Prime Contractor/Supplier acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Affirmative Action Division, is familiar with such requirements, and will comply with them.

Prime Contractor/Supplier shall require written subcontracts with all MWBE subcontractors and suppliers, which must contain the terms, set out in the documents attached herein. If Prime Contractor/Supplier is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

Refer to the "City of Houston Goal-Oriented Minority and Women Business Enterprises Contract Provisions" attachment, which is incorporated in the specifications herein by this reference for all purposes, for more detailed information on this requirement.

#### 14.0 REJECTIONS:

- 14.1 Articles not in accordance with samples and specifications must be removed by the Prime Contractor/Supplier and at his expense. All disputes concerning quality of supplies delivered under this offer will be determined by the City Purchasing Agent or designated representative.
- All articles enumerated in the offer shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

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#### 22.0 CHANGE ORDERS:

- At any time during the Agreement Term, the City Purchasing Agent, or designated representative, may issue a change order to increase or decrease the scope of services, or change plans and specifications, as may be necessary to accomplish the general purposes of this Agreement. Prime Contractor/Supplier shall furnish the services or deliverables in the change order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the additional work.
- Prime Contractor/Supplier shall not make any changes to the specifications contained herein without written authorization from the City Purchasing Agent or designated representative.
  - 22.2.1 The City may refuse to accept all or part of the work performed or equipment/supplies delivered if changes are made to the specifications without the written authorization of the City Purchasing Agent or designated representative. The City shall not be responsible for costs incurred by the Prime Contractor/Supplier on unauthorized change orders.
  - 22.2.2 A letter with supporting documentation of the requested change(s) shall be submitted to the City Purchasing Agent, and the City Purchasing Agent must approve any requested changes by written authorization PRIOR TO ANY CHANGES BEING PERFORMED. Documentation acceptable to the City Purchasing Agent as evidence of Prime Contractor/Supplier's change(s) shall reference the City's bid specification by section(s) and page number(s). The face of the envelope containing this letter shall clearly state "CHANGE ORDER REQUEST". The letter shall reference the CITY BID INVITATION NUMBER, EQUIPMENT DESCRIPTION and CITY PURCHASE ORDER NUMBER(S). Failure to provide clear and concise evidence as stated above and in the format requested will result in denial until Prime Contractor/Supplier complies with these provisions. Documentation shall be mailed to:

City Purchasing Agent
City of Houston, Administration & Regulatory Affairs Department
Strategic Purchasing Division
P. O. Box 1562
Houston, TX 77251-1562

- 22.3 The City Purchasing Agent, or designated representative, may issue change orders, subject to the following limitations:
  - 22.3.1 City Council expressly authorizes the City Purchasing Agent to approve change orders of \$50,000 or less. A change order of more than \$50,000 he approved contract (Purchase Order) amount must be approved by City Council.
  - 22.3.2 The total of all change orders issued under this section may not increase the Original Agreement amount by more than 25%.
  - 22.3.3 For any items described in a change order that the Prime Contractor/Supplier is otherwise required to provide under the Original Agreement, the City shall not pay additional money to Prime Contractor/Supplier.

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